

A. G. Contract No. KR98 0555TRN  
ADOT ECS File: JPA 98-36  
Project: HF004 01C  
Section: Marina Drive HURF Advance

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
BULLHEAD CITY, ARIZONA

THIS AGREEMENT is entered into 3 June, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,  
as amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and BULLHEAD CITY acting by  
and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$278,730.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to the City road Marina Drive, from Trane Road to Lakeside Drive, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$278,730.00 at the beginning of federal fiscal year 1999.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO. 22396  
Filed with the Secretary of State  
Date Filed: 06/03/98

Betty Bayless  
Secretary of State

By Vicky L. Luenewald

## II. SCOPE OF WORK

### 1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by WACOG representatives and State ADOT representatives.

### 2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds in the amount of \$278,730.00 at the beginning of federal fiscal year 1999.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

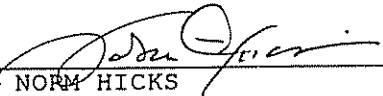
City of Bullhead City  
City Manager  
1255 Marina Blvd.  
Bullhead City, AZ 86442


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

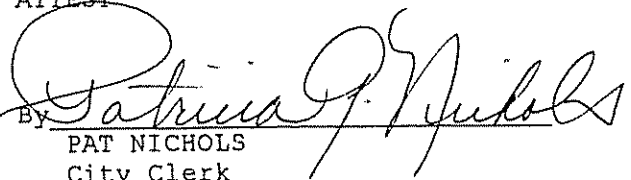
*AF*  
BULLHEAD CITY,  
~~BULLHEAD CITY~~, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
NORM HICKS  
Mayor

By   
JAY KLAGGE, Director  
Transportation Planning

ATTEST

By   
PAT NICHOLS  
City Clerk

17mar

RESOLUTION

BE IT RESOLVED on this 17th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Bullhead City for the purpose of defining responsibilities for the advance of HURF funds to construct improvements to Marina Drive, Trane Road - Lakeside Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO 98R-065

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF THE EXCHANGE OF \$278,730.00 IN HIGHWAY USER REVENUE FUNDS (HURF) TO THE CITY FOR CONSTRUCTION OF IMPROVEMENTS TO THE CITY ROAD MARINA DRIVE, FROM TRANE ROAD TO LAKESIDE DRIVE AND SUCH FUNDS TO BE REPAID TO THE STATE BY WITHHOLDING FROM THE WESTERN ARIZONA COUNCIL OF GOVERNMENTS FEDERAL FUNDS AND THE OBLIGATION AUTHORITY FOR FEDERAL FUNDS.

WHEREAS, it is necessary, expedient and cost effective to have the state exchange funding for the construction of improvements to the City road Marina Drive, from Trane Road to Lakeside Drive; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for implementing and administering such project; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead

City, Arizona, this 5th day of May, 1998.

THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE RECORD ON FILE IN THIS OFFICE.

May 15 1998  
TEST PATRICIA G. NICHOLS, CITY CLERK OF THE CITY OF BULLHEAD CITY, AZ

Patricia G. Nichols

ATTEST:

Patricia G. Nichols  
Patricia G. Nichols, CMC, City Clerk

Norm Hicks  
Norm Hicks, Mayor

Date: 5/05/98

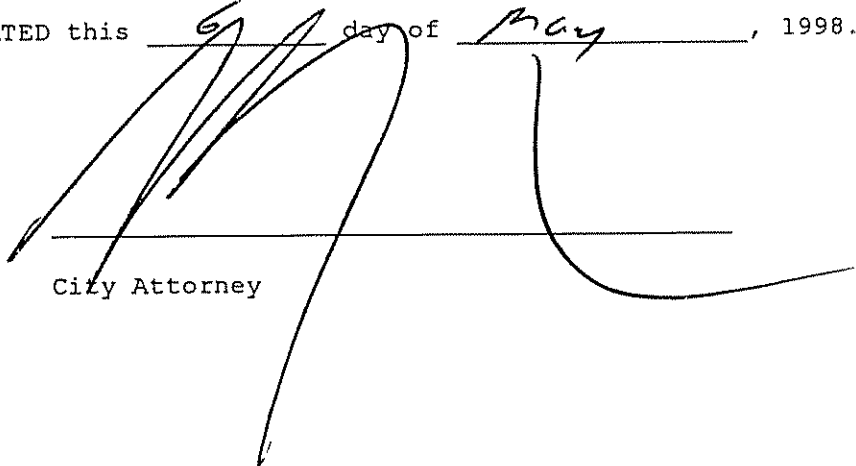
APPROVED AS TO FORM:

Paul Lenkowsky  
Paul Lenkowsky, City Attorney

APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 6 day of May, 1998.

  
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City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0555TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 26, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/12616

Enc.